

COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR



JOSEPH KELLY
TREASURER AND TAX COLLECTOR

KENNETH HAHN HALL OF ADMINISTRATION 500 WEST TEMPLE STREET, ROOM 437 LOS ANGELES, CALIFORNIA 90012 TELEPHONE: (213) 974-2101 FAX: (213) 626-1812

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PROPERTY TAX PORTAL
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November 17, 2015

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012 **ADOPTED**

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

13 November 17, 2015

PATRICK OF AWA ACTING EXECUTIVE OFFICER

Dear Supervisors:

AGREEMENT TO PURCHASE TAX DEFAULTED PROPERTY SUBJECT TO THE TAX COLLECTOR'S POWER TO SELL AGREEMENT 2711

(FOURTH SUPERVISORIAL DISTRICT) (3 VOTES)

<u>SUBJECT</u>

The City of Rancho Palos Verdes is seeking to purchase one tax-defaulted property through the Chapter 8 Agreement Sale process. The Chapter 8 Agreement Sale allows eligible public agencies and nonprofit organizations the opportunity to purchase tax-defaulted property for a qualifying public purpose or benefit. The City of Rancho Palos Verdes intends to use the property to increase the city's access to existing and future drainage improvements.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Mayor to sign the Purchase Agreement Number 2711 (Agreement), authorizing the Treasurer and Tax Collector (TTC) to sell tax-defaulted property subject to the Tax Collector's power to sell to the City of Rancho Palos Verdes (public agency).

The Honorable Board of Supervisors November 17, 2015 Page 2

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The TTC will sell the property described in this Agreement in accordance with the provisions of Division 1, Part 6, Chapter 8 of the Revenue and Taxation Code (R&TC), and Board policy, adopted on November 24, 1970. Exhibit A of the Agreement indicates the legal description and selling price of the property.

Implementation of Strategic Plan Goals

Approval of the Agreement is in accordance with the Countywide Strategic Plan Goals of Operational Effectiveness/Fiscal Sustainability. The TTC will recover all defaulted property taxes and costs. The city's proposed use of the property is for an appropriate public purpose.

FISCAL IMPACT/FINANCING

The revenue generated from this sale will recover all defaulted property taxes, penalties, interest owed on the property, and any costs related to conducting the sale of the property, with proceeds apportioned among the affected taxing agencies.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Chapter 8 Agreement Sale procedure permits eligible public agencies to acquire tax-defaulted property subject to the Tax Collector's power to sell, pursuant to R&TC Section 3791, et seq.

Attachment A contains the purchaser's application and supporting documentation, which includes the city's objection to the public auction, certified excerpt of the city council minutes authorizing the purchase, mission statement, sphere of influence map, and the Assessor plat map showing the dimension and general location of the requested parcel for purchase.

Exhibit A of the Agreement lists the affected Supervisorial District and location, a summary of the city's intended use of the property, the property's legal description, and the proposed purchase price. County Counsel has approved the Agreement as to form.

R&TC Section 3794.3 indicates that the Agreement shall take place only if approved by the Board of Supervisors.

In accordance with R&TC Section 3795, following adoption by the Board, the TTC shall submit the Agreement to the State Controller's Office for final approval.

Further, R&TC Section 3798 requires the TTC to publish a notice of the Agreement once a week, for three consecutive weeks, in a newspaper of general circulation published in the County.

The Honorable Board of Supervisors November 17, 2015 Page 3

Finally, pursuant to R&TC Section 3799, the TTC will attempt to contact the owner(s) and parties of interest to inform them of their tax liabilities and the provisions for the redemption of the property and prior to completing the Agreement Sale.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Not applicable.

CONCLUSION

Upon approval of the attached Agreement, the TTC requests that the Acting Executive Officer-Clerk of the Board of Supervisors return all original documents for submission to the State Controller, as the State Controller's Office has the final approval of this and all Chapter 8 Agreements.

Respectfully submitted,

JOSEPH KELLY
Treasurer and Tax Collector

JK:KK:KG:ms

Attachments

c: Assessor
 Chief Executive Officer
 Auditor-Controller
 Interim County Counsel
 Acting Executive Officer, Board of Supervisors

AGREEMENT NUMBER 2711 CITY OF RANCHO PALOS VERDES

ATTACHMENT A

Application to Purchase Tax-Defaulted Property from County

This application is to be completed by eligible purchasing entities to commence purchase of tax-defaulted property by agreement sale from the county under applicable provisions of the California Revenue and Taxation Code. Please complete the following sections and supply supporting documentation accordingly. Completion of this application does not guarantee purchase approval.

A. <u>Purchaser Information</u>		
Name of Organization: City of Rai	ncho Palos Verdes	
2. Corporate Structure - check the appropriat	te box below and provide	corresponding information:
☐ Nonprofit – provide Articles of Incorpora	tion	
Public Agency – provide mission statem	ent (If redevelopment ac	jency, also provide agency survey map)
B. Purchasing Information Determine which category the parcel falls und corporate structure and the intended use of the	der and then check the e parcel:	appropriate box as it relates to the purchasing entity's
Category A: Parcel is currently scheduled for	or a Chapter 7 tax sale	
☐ No Purchase – State / county / taxing age	ency registering objection	n to preserve lien only
☐ Purchase by State / county / tax agency /	revenue district / redeve	elopment agency / special district to preserve its lien
		elopment agency / special district for public purpose
☐ Purchase by nonprofit for low-income hou		
Category B: Parcel is not currently schedu	led for a Chapter 7 tax s	ale
		evelopment agency / special district for public purpose
☐ Purchase by nonprofit to use parcel(s) for		
C. Property Detail Provide the following information. If more s separate "Exhibit" document and attach accord	lingly:	y of the criteria, consolidate the information into a
County where the parcel(s) is located:	Los Angeles	
2. List each parcel by Assessor's Parcel Num	nber: 7572-004- 0)20
3. State the purpose and intended use for ea	ch parcel: Increase t	he City's access from Cherry Hill Lane to the
bottom of Portuguese Canyon, where		
D. Acknowledgement Detail Provide the signature of the purchasing entity's	s authorized officer	
this by	Mayor	March 3, 2015
Authorized Signature	Title	Date



13 August 2013

Kathy Gloster, Assistant Treasurer & Tax Collector Los Angeles County Treasurer & Tax Collector Kenneth Hahn Hall of Administration 225 N. Hill St., Rm. 130 PO Box 512102 Los Angeles, CA 90051-0102

SUBJECT: 2013A Tax Sale - Request to Purchase APN 7572-004-020 (41 Cherry

Hill Lane) and APN 7572-008-014

Dear Ms. Gloster:

At a regular meeting held on 6 August 2013, the Rancho Palos Verdes City Council authorized Staff to pursue the acquisition of the following tax-defaulted properties located within our jurisdiction through a Chapter 8 Agreement: <u>APN 7572-004-020</u> (41 Cherry Hill Lane) and APN 7572-008-014.

The properties are both parcels in the vicinity of Cherry Hill Lane, located in the active Portuguese Bend landslide area inland of Palos Verdes Drive South, between Peppertree Drive on the west and Portuguese Canyon on the east. The purpose of the acquisition would be to increase the City's access from Cherry Hill Lane to the bottom of Portuguese Canyon where there are existing City drainage improvements. Maintenance of existing and future drainage improvements is critical to the effectiveness of the City's landslide abatement efforts in this area, including the stabilization and maintenance of Palos Verdes Drive South in passable condition for motorists, bicyclists and pedestrians through the active landslide area.

As instructed, a copy of the City's Mission Statement and a \$200.00 check for the preliminary research fees for both properties are enclosed. Please provide the City with the necessary agreements and instructions to purchase these properties. The City understands that the offer of sale is subject to change or revocation due to the redemption of the defaulted taxes or the initiation of a legal process, such as a bankruptcy filing.

Kathy Gloster 13 August 2013 Page 2

If you have any questions or need additional information, please feel free to contact me at (310) 544-5226 or via e-mail at *kitf@rpv.com*.

Sincerely,

Kit Fox, AICP

Senior Administrative Analyst

enclosures

- City of Rancho Palos Verdes Mission Statement
- Check No. 52259

cc: Carolyn Lehr, City Manager Carolynn Petru, Deputy City Manager



CERTIFIED EXCERPT OF MINUTES RANCHO PALOS VERDES CITY COUNCIL

The following is an excerpt of the draft minutes of the regular meeting of the City Council of the City of Rancho Palos Verdes held on August 6, 2013, at the hour of 7:06 P.M. at 29301 Hawthorne Boulevard, Rancho Palos Verdes, California.

A quorum was declared after the following roll call:

PRESENT: Duhovic, Knight, Misetich and Mayor Brooks

ABSENT: Campbell (excused)

Purchase of Tax-Defaulted Properties in the Cherry Hill Lane Area

Mayor Brooks moved, seconded by Mayor Pro Tem Duhovic, to waive the staff report and adopt the staff recommendation to: Authorize the Mayor and City Clerk to sign an Agreement to Purchase Tax-Defaulted Property with the Los Angeles County Treasurer and Tax Collector for two (2) vacant parcels [APNs 7572-004-020 and 7572-008-014] located in the vicinity of Cherry Hill Lane in the Portuguese Bend Landslide area.

The motion passed on the following roll call vote:

AYES:

Duhovic, Knight, Misetich and Mayor Brooks

NOES:

None

ABSENT:

Campbell

I, Carla Morreale, HEREBY CERTIFY that the foregoing is a full, true and correct excerpt of minutes on this subject at said meeting and in witness whereof, I have hereunto set my hand and affixed the seal of the City of Rancho Palos Verdes on February 24, 2015.

Carla Morreale, City Clerk



MISSION STATEMENT FOR CITY GOVERNMENT

The City of Rancho Palos Verdes is dedicated to providing its residents, businesses and visitors with exemplary municipal governance and services, while preserving our low-density, low-tax and semi-rural character, inclusive of our natural resources and open space, thereby enhancing the quality of life.

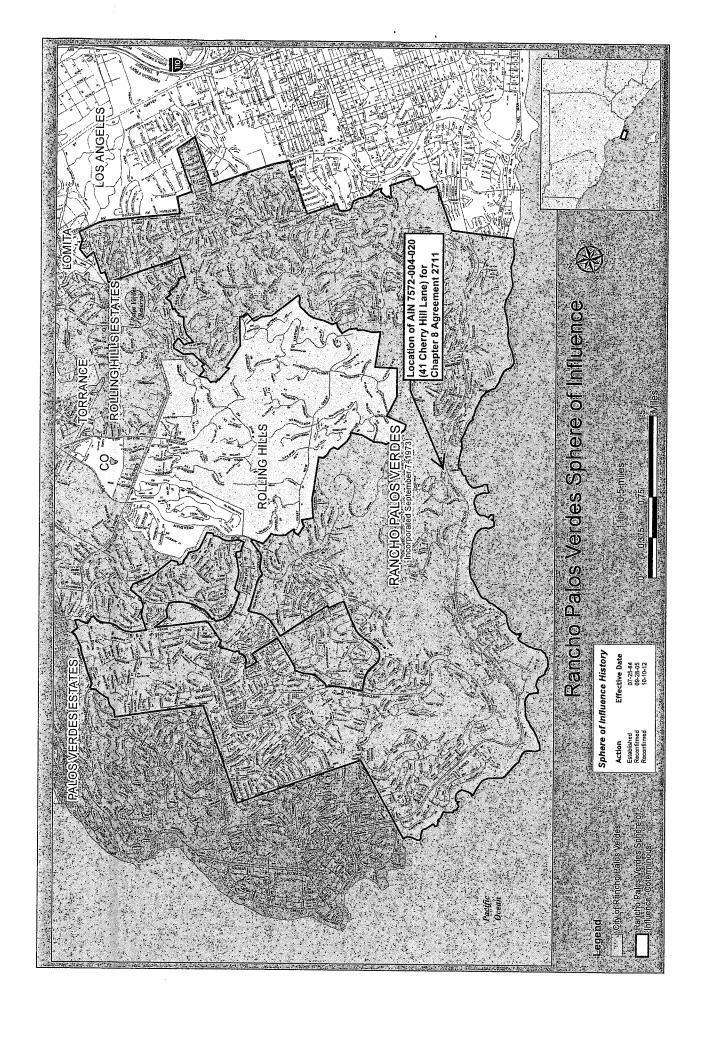
VISION STATEMENT

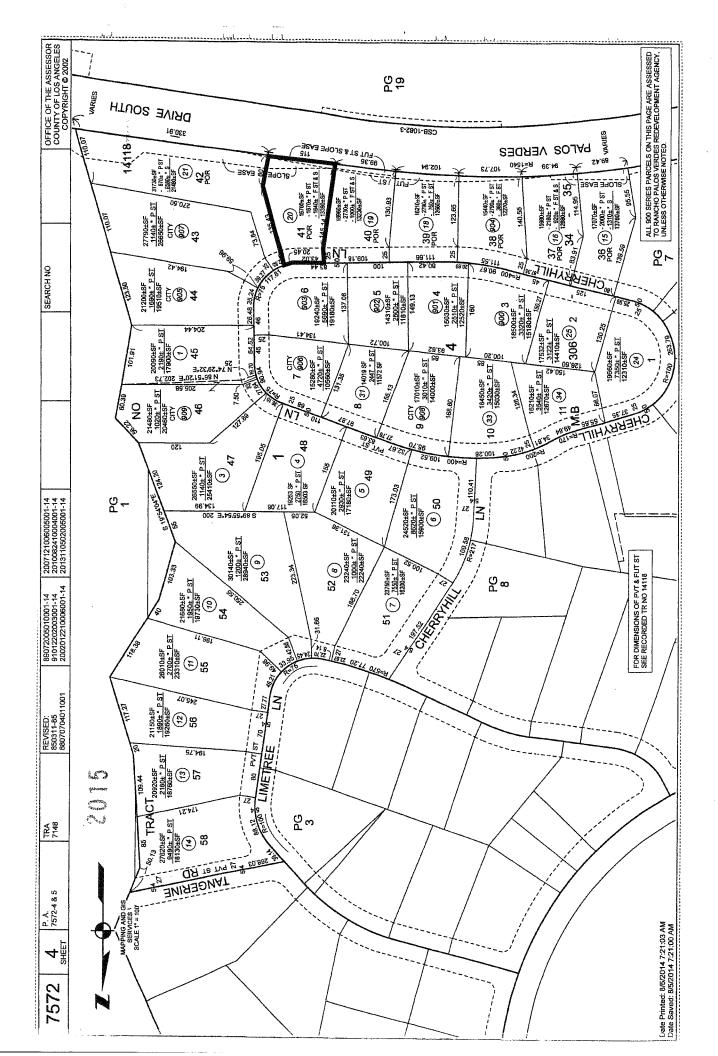
To achieve the highest quality of life in Rancho Palos Verdes by honoring the vision, principles and goals of the City's founders, as identified in the General Plan, while adapting to future needs, challenges and opportunities.

CORE VALUES STATEMENT

The primary purpose of this City government is to provide excellent, professional and high-quality municipal service.

(Adopted by Rancho Palos Verdes City Council on February 18, 2014)





AGREEMENT NUMBER 2711 CITY OF RANCHO PALOS VERDES FOURTH SUPERVISORIAL DISTRICT

78431

AGREEMENT TO PURCHASE LOS ANGELES COUNTY TAX-DEFAULTED PROPERTY

(Public/Taxing Agency)

This Agreement	is made this	177"	day_of	November	, 20 <u>15</u> , by	and between the
						CITY OF RANCHO
PALOS VERDES	("Purchaser")	, pursuant to	the provision	ns of Division	1, Part 6,	Chapter 8, of the
Revenue and Tax	ation Code.	***************************************	The control of the co			

The real property situated within said county, hereinafter set forth and described in Exhibit "A" attached hereto and made a part hereof, is tax-defaulted and is subject to the power of sale by the tax collector of said county for the nonpayment of taxes, pursuant to provision of law.

It is mutually agreed as follows:

- That as provided by Section 3800 of the Revenue and Taxation Code, the cost of giving notice of this agreement shall be paid by the PURCHASER.
- 2. That the PURCHASER agrees to pay the total purchase price listed for each real property described in Exhibit "A" within 14 days after the date this agreement becomes effective. Upon payment of said sum to the tax collector, the tax collector shall execute and deliver a deed conveying title to said property to PURCHASER.
- 3. That the PURCHASER agrees that the real property be used for the public use specified on Exhibit "A" of this agreement.
- That if said PURCHASER is a <u>TAXING AGENCY</u>, said agency would not share in the distribution of the payment required by this Agreement as defined by § 3791 and § 3720 of the Revenue and Taxation Code.

APPROVED AS TO FORM:

MARY C. WICKHAM Interim County Counsel

Deputy County Counsel

If all or any portion of any individual parcel listed in Exhibit "A" is redeemed prior to the effective date of this agreement, this agreement shall be null and void only as it pertains to that individual parcel. Time is of the essence.

§§3791, 3791.3, 3793 R&T Code

Z:Chptr 8 Pubagency Revised 02/10/15 I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

PATRICK OGAWA
Acting Executive Officer
Clerk of the Board of Supervisors

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ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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PATRICK GAWA
ACTING EXECUTIVE OFFICER

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The undersigned hereby agree to the terms and conditions of this agreement and are authorized to sign for said agencies.
ATTEST: CITY OF RANCHO PALOS VERDES By
By Carla Morreale City Clerk (Seal)
ATTEST: Board of Supervisors, Los Angeles County
By Patrick Equir By / Vike Cintonone
Clerk of the Board of Supervisors
By ZaChille Smitherman Deputy (Seal)
Pursuant to the provisions of Section 3775 of the Revenue and Taxation Code the
governing body of the City of Rancho Palos Verdes hereby agrees to the selling price as provided in this agreement.
ATTEST. CITY OF RANCHO PALOS VERDES By Carla Morreale By Jin By
City Clerk (Seal)
E CONTRACTOR OF THE CONTRACTOR
This agreement was submitted to me before execution by the board of supervisors and I have compared the same with the records of Los Angeles County relating to the real property described therein.
2000 (COO)
Los Angeles County Tax Collector
Pursuant to the provisions of section 3775 of the Revenue and Taxation Code, the Controller agrees to the selling price hereinbefore set forth and, pursuant to the provisions of section 3795, approves the foregoing agreement this
BETTY T. YEE California State Controller

Karen Garcia, Manager

By:__

Kauen Garcia

SUPERVISORIAL DISTRICT 4 AGREEMENT NUMBER 2711

EXHIBIT "A"

LOCATION	FIRST YEAR DELINQUENCY	DEFAULT NUMBER	PURCHASE PRICE	PURPOSE OF ACQUISITION
CITY OF RANCHO PALOS VERDES	2006	7572-004-020	\$62,225.93*	TO INCREASE THE CITY'S ACCESS FROM CHERRY HILL LANE TO THE BOTTOM OF PORTUGUESE CANYON WHERE DRAINAGE IMPROVEMENT EXISTS

LEGAL DESCRIPTION

TRACT # 14118 EX OF LOT 41 BLK 1

^{*}The purchase price quoted on this Exhibit "A" is a projection of the purchase price for a schedule of eight (8) months. In addition, all cost related to the sale will be added to this price as follows: Cost of Notification, Cost of Publication, Cost of Postage, STPTS Fees, Title Report Fee and Forfeited State Lands Fee. If the agreement is completed in less than the eight (8) month projection time, then the purchase price will be decreased; however if the completion of the agreement is longer than the eight (8) month projection time, the price will increase accordingly.